

SUSQUEHANNA RADIO CORP.

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FEDERAL BUREAU OF INVESTIGATION

October 29, 1997

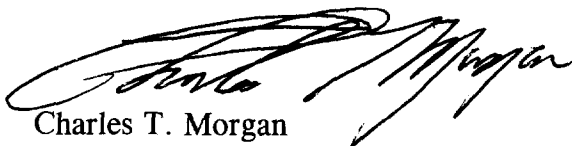
Mr. William Caton, Secretary
Federal Communications Commission
1919 M Street, NW
Room 222
Washington, DC 20054

RE: MM Docket No. 97-182

Dear Mr. Caton:

Enclosed please find an original and four copies of the comments of Susquehanna Radio Corp. regarding MM Docket No. 97-182, "Preemption of State and Local Zoning and Land Use Restrictions on the Siting, Placement and Construction of Broadcast Station Transmission Facilities."

Sincerely,



Charles T. Morgan

CTM/mek

enclosures

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

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OCT 30 1997

FEDERAL COMMUNICATIONS COMMISSION

In the Matter of

Preemption of State and Local Zoning and
Land Use Restrictions on the Siting,
Placement and Construction of Broadcast
Station Transmission Facilities

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) MM Docket No. 97-182
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TO: The Commission

COMMENTS OF SUSQUEHANNA RADIO CORP.

These comments are filed in response to the Notice of Proposed Rule Making in the matter of the preemption of state and local ordinances concerning the location and construction of broadcast transmission towers, adopted August 18, 1997.

Susquehanna Radio Corp. is a privately held company that has a history of more than 55 years as a radio broadcasting licensee. It began as the operator of a single AM facility and today owns or operates 6 AM and 14 FM stations. Susquehanna believes that the public interest will be best served by the Commission adopting rules as proposed in Docket No. 97-182 by the National Association of Broadcasters and the Association for Maximum Service Television (Petitioners), and attached as Appendix B to the instant proposal.

Susquehanna supports the Petitioners in its position on the preemption of certain state and local regulations concerning the construction and alteration of transmission towers but strongly

construction and alteration of transmission towers but strongly believes that this preemption should not be limited to facilities needed to accelerate the transition to Digital Television Service (DTV). This exemption, if enacted, also should be applied to all radio and television broadcast services.

By mandating the aggressive construction of DTV facilities, the Commission has created the need for more tower space, not only for the affected TV stations, but for the many FM stations that utilize space on TV towers for their transmission antennas. Four of Susquehanna's FM stations have their antennas located on towers that are primarily TV towers and are owned by the television stations. Today, we are in the process of negotiating new lease agreements for two of these FM stations and, in order to continue operating from these towers, we will be required to make changes to our existing antenna systems. These required modifications are a direct result of the TV station's need to install a DTV antenna.

There is no assurance that the transmission facilities of our other two FM stations located on towers with television antennas can be relocated on the existing towers. It is possible that we will be required to seek sites for the construction of new towers in order to continue serving our listeners. This is a situation that is not unique to Susquehanna and the potential need to relocate FM facilities as a result of the new DTV allotments is a concern of many FM broadcasters.

Susquehanna understands the Commission's immediate concern for needs of the TV stations in the top 30 markets that have been ordered to construct new DTV facilities within a very tight time frame. We suggest that these same concerns should apply to FM

stations that may be forced to relocate their transmission facilities as a direct result of this mandate on these TV stations.

Although the Commission's mandate is to have only TV stations in the top 30 markets operating by November, 1999, there is no question that TV stations in smaller markets are formulating their plans for the day that they will also be installing new DTV transmission systems. During the next few years, they will be looking at their TV towers and the consequences of renewing leases for FM broadcasters that share their towers.

To underline the importance of adopting rulemaking as proposed by the Petitioners in this Docket is an ordinance covering the construction, modification and maintenance of towers and antennas that was adopted on September 9, 1997, by the city of Cedar Hill Texas. Cedar Hill, Texas, is a city with a population of less than 20,000 persons located at the southerly end of the Dallas/Fort Worth market. The uniqueness of Cedar Hill is that within its city limit there are more than a dozen towers that are over 1,000 ft. in height above ground that contain the transmission facilities of virtually all of that market's major FM and TV stations.

Contained in this ordinance (copy attached), are specific requirements that:

- specify that all new structures shall be capable of supporting a minimum number of TV and FM stations.
- specify the minimum height of antennas.
- require a building permit for the addition or replacement of antennas or transmission lines.

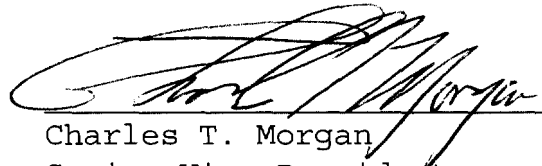
- specify detailed inspection and maintenance requirements for all new and existing towers and transmission systems.

Summary

In summary, Susquehanna believes that the Public Interest, the orderly transition to DTV, and the normal modification and improvement of all existing FM and TV stations will be best served by the adoption of the rules proposed by the Petitioners in this docket. Most importantly, Susquehanna urges the Commission to include all broadcast facilities in all size markets in the outcome of this proceeding.

Respectfully submitted,

SUSQUEHANNA RADIO CORP.



Charles T. Morgan
Senior Vice President

SUSQUEHANNA RADIO CORP.
140 E. Market Street
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October 29, 1997

ORDINANCE NO. 97-335

AN ORDINANCE OF THE CITY OF CEDAR HILL, TEXAS, PROVIDING FOR STANDARDS AND MAINTENANCE OF STEEL ANTENNA TOWERS, ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES WITHIN THE CITY OF CEDAR HILL, TEXAS; ESTABLISHING GENERAL REQUIREMENTS FOR DESIGN, PERMITTING, MODIFICATION, MAINTENANCE AND TERMINATION OF USE OF TOWERS AND ANTENNA SUPPORTING STRUCTURES WITHIN THE CITY OF CEDAR HILL, TEXAS; PROVIDING FOR SAVINGS CLAUSE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION; AND PROVIDING FOR IMMEDIATE EFFECT.

WHEREAS, the City Council of the City of Cedar Hill, Texas, has found and determined it to be in the best interest of the health, safety, morals and general welfare of the citizens of Cedar Hill, Texas to provide regulations regarding the standards for steel antenna towers, antenna towers and antenna supporting structures within the corporate limits of the City of Cedar Hill, Texas; and

WHEREAS, the City Council of the City of Cedar Hill, Texas, does hereby find and determine it to be in the best interest of the citizens of the City of Cedar Hill, Texas, to establish standards and regulations for steel antenna towers, antenna towers, and antenna supporting structures; and

NOW, THEREFORE, be it ordained by the City Council of the City of Cedar Hill, Texas that:

SECTION 1. STANDARDS FOR STEEL ANTENNA TOWERS, ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES

The objective of these standards is to provide minimum criteria for specifying and designing steel antenna towers and antenna supporting structures. These standards describe the requirements for the construction and maintenance of steel antenna towers and antenna supporting structures. These standards apply to steel antenna towers and antenna supporting structures for all classes of communications service, such as AM, CATV, FM, Microwave, Cellular, TV, VHF, Two-way radio, Pager services and etc.

Standards for Steel Antenna Towers and Antenna Supporting structures shall be as follows:

I. Zoning & Platting:

1. The land must be zoned for tower use by the City of Cedar Hill or be in compliance with Ordinance #96-297, (Cellular Tower Regulations).

2. The property must be platted in accordance with the Subdivision Regulation.

II. Design Requirements:

1. The tower and guy wires must all be located on same tract of land.
2. All towers properties shall be surrounded by a fence. Tower base and guy anchors should be protected by a six (6) foot tall fence with at least 3 strands of barbed wire on top. All fences shall be kept in good repair.
3. All towers to be constructed shall be able to support equipment that is capable of transmitting 5 television broadcast signals and 10 FM broadcast signals.
4. All antennas required by this section shall be located at or above 1,800 feet above sea level.
5. A panel antenna maybe used to meet the FM broadcast signal requirements.
6. A tower cross section showing antenna types and locations shall be provided by the applicant.
7. Steel Antenna Towers and Antenna supporting structures shall be designed and engineered in compliance with Ansi/TIA/EIA-222-F-1996, or to current design standard.

III. Permitting Requirements:

1. A site plan must be submitted showing the following:
 - a) Property boundaries and adjacent property lines and streets.
 - b) Tower and guy wire locations
 - c) Building location and square feet
 - d) Drive and parking area location and material
 - e) Fence locations with height and material specified
 - f) Tower cross section showing antenna types and location with elevations above sea level specified.
2. A building permit is required before adding or replacing any antenna, transmission line, or appurtenance involving a 3 inch or larger line. A permit is also required for adding or replacing antenna or transmission line located more than 500 feet above the tower base. Building permit submittals shall contain the following;

- a) A certification signed and sealed by a registered Engineer of the State of Texas attesting to structural integrity of the tower as it is planned to be loaded and during all points of construction. The certification shall include a written description of the method, materials, equipment, tools, and personnel to be used in the installation of the antenna and a statement that the tower is structurally capable of withstanding such construction activities.
 - b) Provide city with projected fall pattern for all new towers.
3. All tower owner companies shall sign attached Indemnity Agreement prior to the issuance of a building permit.
4. Tower owners shall provide the city with FAA's Determination of No Hazard to Air Navigation.
5. All existing towers requesting a building permit will be required to be in compliance with the following sections of these regulations; Sections II, 2, Section III, 2, 3 & 4, Section IV, 1, 2.

IV. Modifications & Maintenance:

1. Steel Antenna Towers and Antenna Supporting Structures shall submit to the City a structural analysis performed by a registered professional structural engineer whenever there is a change in antennas, and/or appurtenances, involving 3 inch or larger transmission lines.
2. Owners of towers shall perform periodic tower inspection and maintenance to assure safety and extend the tower's service life. A major inspection of each tower must be performed every 3 years for guyed towers and every 5 years for monopoles and self supporting towers. A report containing information on the following items shall be submitted to the City upon completion of each inspection:
 - a) A tower inspection crew is to be hired by the tower owner to perform the tower inspection.
 - b) Tower inspection crews shall use a city provided inspection report (see attachment A).
 - c) The inspection crews report will then be reviewed by a registered professional engineer familiar with tower construction to review the report and make repair recommendations.
 - d) The registered professional engineer will then submit a letter to the city verifying that the repairs have been made to the tower.
 - e) The tower inspection crew and registered professional engineer shall be hired by the tower owner and be an independent contractor.
 - f) The city is to be provided with the tower inspection report, engineer repair recommendation letter, engineer repairs and maintenance

completed letter by the tower owner once the inspection process is completed.

- g) All existing guyed towers shall begin submitting major inspection reports in 1998. Existing monopole and self supporting towers will be subject to a major inspection five years after the tower was permitted or beginning in 1998.

V. Nonconformity & Termination of Use:

1. Existing or new tower owners that are required to receive a building permit for any reason, must sign an Indemnity Agreement provided by the City.
2. Future special uses granted by the City Council may be subject to time limits and other considerations as determined at the time of approval.
3. Abandon or vacated towers must be disassembled and removed from the City of Cedar Hill. The tower grounds will then be returned to its original condition.

SECTION 2. SAVINGS CLAUSE

In the event that any other Ordinance of the City of Cedar Hill, Texas, heretofore enacted is found to conflict with the provisions of the Ordinance, this Ordinance shall prevail.

SECTION 3. ENFORCEMENT OF PENALTY

Any person, firm partnership, association or corporation who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof in the Municipal Court of the City of Cedar Hill, Texas, such violation shall be liable for a fine in an amount not to exceed Two Thousand Dollars (\$2,000.00), and each and every instance of the violation of this Ordinance constitute a separate offense and shall be punishable by separate fines for each offense.

SECTION 4. SEVERANCE CLAUSE

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate,

distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. INCORPORATION INTO CODE OF ORDINANCES

The provisions of this ordinance shall be included and incorporated in the Code of Ordinances, City of Cedar Hill, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

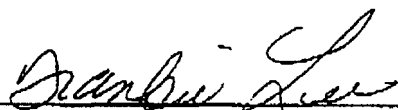
SECTION 6. EFFECTIVE DATE

Because of the nature of the interest and safeguard sought to be protected by this Ordinance and in the interest of health, safety and welfare of the citizens of the City of Cedar Hill, Texas, this Ordinance shall take effect immediately after passage, approval and publication, as required by law.

PASSED, ADOPTED AND APPROVED by the City Council of Cedar Hill, Texas on this the 9th day of September, 1997


Robert K. Franke, Mayor

ATTEST:


Frankie Lee, City Secretary

Attachment A

Cedar Hill Tower Inspection Report

Date: _____

Tower Location: _____

Tower Owner: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Date of Last Inspection: _____

Tower Manufacturer & Model: _____

Tower Height: _____ Tower Width: _____

Galvanized or Black Iron: _____

Approximate Date of Construction: _____

Inspection Company Name: _____

Person in Charge of Inspection: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Engineer Reviewing Inspection Report: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

**CITY OF CEDAR HILL
BROADCASTING TOWER
INDEMNITY AGREEMENT**

WHEREAS, _____ desires to construct a broadcasting tower on a _____ acre tract of land located at _____ Cedar Hill, Texas, and known as _____ as _____ of the Deed Records of Dallas County, Texas;

WHEREAS, the construction and operation of a broadcasting tower by _____ may pose a threat of personal injury or property damage as a result of a negligent act, error or omission on the part of _____ or as a result of falling debris, ice or other materials or objects from the proposed broadcasting tower;

WHEREAS, _____ desires to indemnify and hold harmless the City of Cedar Hill, Texas, from any negligent acts, errors or omissions of _____ and from any damage caused by debris, ice, materials or objects falling from _____ broadcasting tower;

WHEREAS, the City of Cedar Hill, Texas, desires to accept the indemnity and hold harmless agreement of _____ in connection with the tower to be located on the subject tract;

WHEREAS, this Indemnity Agreement is entered into by and between _____ and the City of Cedar Hill, Texas;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby duly acknowledged and confessed and in consideration of the mutual promises and covenants herein contained, _____ and the City of Cedar Hill, Texas, do hereby agree as follows:

1. _____ does hereby agree to defend, indemnify and hold harmless the City of Cedar Hill, Texas, its officials, agents, servants and employees, collectively referred to herein as "Cedar Hill", of and from any and all claims, demands, suits, or causes of action for personal injury or

property damage, and the reasonable and necessary costs, including attorney's fees, incurred in the defense of any such claims, demand, suit or cause of action which arises out of or results from any negligent act, error or omission of _____ in the construction, development, use, operation or maintenance of the broadcasting tower to be constructed on the above-referenced tract of land in the City of Cedar Hill, Dallas County, Texas.

2. _____ further agrees to indemnify and hold harmless Cedar Hill of and from any and all claims, demands, suits, or causes action for personal injury or property damage, and the reasonable and necessary costs, including attorney's fees, incurred in the defense of any claim, demand, suit, or cause of action arising out of or in any way connected with any debris, ice, materials, or objects falling from the broadcasting tower or any component part thereof, whether such event occurs during the construction, development, use, operation or maintenance of the broadcasting tower to be constructed on the above-referenced tract of land in the City of Cedar Hill, Dallas County, Texas.

3. In the event any claim, demand, suit or cause of action covered by this Indemnity Agreement is made upon, or instituted against, Cedar Hill, shall immediately notify _____ in writing by certified mail, return receipt requested, at the following address:

or such other address as _____ shall provide to the City of Cedar Hill, Texas.

4. In the event any claim, demand, suit or cause of action covered by this Indemnity Agreement is made upon, or instituted against, Cedar Hill, and _____ assumes defense thereof, _____ shall have the right to select counsel of its own choice to defend any such claim, demand, suit, or cause of action, and such counsel shall have complete control of said defense and any such action taken by _____ shall not be construed as an admission of liability and _____ shall not

thereby be held to concede liability or waive any defense or rights it may have to such claim, demand, suit, or cause of action.

5. It is understood and agreed that this indemnity and hold harmless agreement shall not require _____ to indemnify Cedar Hill, for the negligence of Cedar Hill, save and except the granting of this permit.

6. _____ hereby agrees to maintain in full force and effect a policy of general liability insurance with a contractual coverage endorsement and limits of at least \$1,000,000.00. However, _____ obligation to indemnify and hold harmless shall not be limited by the coverage provided in the insurance policy, but shall be independent of any insurance.

7. If any action or proceeding is brought with respect to this Indemnity Agreement, the prevailing party shall be entitled to recover from the losing party all costs and fees, including reasonable attorney's fees, in connection with the action or proceeding brought with respect to the Indemnity Agreement. The parties to this agreement expressly agree that Dallas County, Texas, is the place of performance of this agreement, and in the event any legal proceeding is brought with respect to this agreement or any provision of the agreement, the legal proceedings shall be brought in Dallas County, Texas.

8. This agreement shall be construed pursuant to the laws of the State of Texas.

9. This agreement shall be subject to change or modification only with the mutual written consent of the other party to this agreement.

10. This Indemnity Agreement shall not be assignable, in whole or in part, by any party without the prior written consent of the other party to this Indemnity Agreement, which consent shall not unreasonably be withheld and, notwithstanding anything to the contrary herein, _____ has the right to assign its obligations hereunder to any parent, subsidiary or affiliate upon furnishing satisfactory evidence to the City of Cedar Hill, Texas, that such assignee is covered by the insurance coverage set forth in paragraph 4 hereof.

11. This agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

12. The terms of this agreement shall be binding upon each party as well as each party's successors and assigns.

13. It is specifically agreed and acknowledged that the existence of the broadcast tower and normal business operations of _____, in and of themselves, are not "acts, errors, or omissions" covered by this Indemnity Agreement.

WITNESS OUR HANDS this the _____ day of _____

Its Duly Authorized Officer or Representative
with Actual Authority

CITY OF CEDAR HILL, TEXAS

Robert K. Franke, Mayor

APPROVED AS TO FORM:

Lewis R. Sifford
Attorney for City of Cedar Hill, Texas

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the officer, agent and representative of _____, who appeared in his representative capacity, and such individual represented that the foregoing document had been signed in such representative capacity and is binding on _____ said representative further indicated he had signed such document for the purpose and consideration therein expressed.

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert K. Franke known to me to be the Mayor of the City of Cedar Hill, Texas, who appeared in his representative capacity as the Mayor of the City of Cedar Hill, Texas, and he stated that the above and foregoing document had been signed in his representative capacity for the purpose and consideration therein expressed.

Robert K. Franke, Mayor

SUBSCRIBED AND SWORN TO this _____ day of _____.

Notary Public in and for the State of Texas

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SUMMARY

DATE:

LOCATION:

WEATHER CONDITIONS:

INSPECTOR:

REMARKS:

PLOT PLAN

1. Show tower layout relative to North.
2. Show anchors and assign letter designation. Anchor "A" is the first anchor clockwise from North.

HORIZONTAL VIEW

1. Indicate tower height above ground.
2. Show location of antennas, reflectors, or dishes.

HEIGHT

ITEM

TOWER STRUCTURE

1. General condition:
2. Were any loose bolts observed?
3. Were any loose members observed?
4. Were any damaged members observed?
5. Were all climbing facilities and platforms secured?
6. Is safety climb secure and in good condition?
7. Were signs of unusual stress or vibration observed?
8. Notes:

TOWER VERTICAL ALIGNMENT

1. Check with transit. Two transit setups are required. Line transit parallel to one face and center on leg.

Second setup should be at 90 degrees on the same leg. Show on sketch below the locations used for transit setup. Indicate North. Guy level numbers to correspond to hundreds of feet for self-supporting towers.

2. General condition:
3. Approximate wind velocity during measurements:

<u>GUY LEVEL</u>	<u>TRANSIT #1</u>	<u>TRANSIT #2</u>
Bottom	Tower lays	Tower lays
to		
Top	Left 0 Right	Left 0 Right
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

GUY TENSION

1. What method was used for guy tension measurements?
2. State temperature, wind direction. and velocity?
3. General condition:

GUY LEVEL

Bottom to Top	Wire Size	Wire Elev.	Required Intercept in feet	Present Intercept in feet
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

GUY WIRES AND FITTINGS

1. General condition:
2. Were end fittings secure?
3. Were the bolts, pins, and cotterpins secure and in good condition?
4. Was rusting evident?
5. Was vibration observed?
6. Were dampers in place and secure?
7. Notes:

SAND DAMPERS OR SNUBBERS

1. General condition:
2. Are all dampers in place and secure?
3. Were end fittings, cables, bolts, pins, and cotterpins secure and in good condition?
4. Was rusting evident?
5. Condition of concrete:
6. Were dampers lowered for inspection?
7. Notes: